



# County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, California 90012  
(213) 974-1101  
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WILLIAM T FUJIOKA  
Chief Executive Officer

Board of Supervisors

GLORIA MOLINA  
First District

MARK RIDLEY-THOMAS  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

June 9, 2009

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

## **AMENDMENTS TO AGREEMENTS TRANSFERRING RESPONSIBILITY FOR FOUR COURTHOUSES TO THE STATE OF CALIFORNIA (THIRD, FIFTH DISTRICTS) (3 VOTES)**

### **SUBJECT**

This letter recommends Board approval of three Amendments to Transfer Agreements and four Amendments to Joint Occupancy Agreements, as well as other related actions, to make technical corrections in the transfer of responsibility for the Superior Court's share of four courthouses.

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the recommended actions are categorically exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Approve and instruct the Chairman to sign three Amendments to Transfer Agreements with the Judicial Council of California for the Chatsworth, Malibu, and Michael D. Antonovich Antelope Valley Courthouses, correcting the amounts and shares of Exclusive-Use Area allocated to the Judicial Council and the County.
3. Approve and instruct the Chairman to sign three Amendments to Joint Occupancy Agreements with the Judicial Council of California for the Chatsworth, Malibu, and Michael D. Antonovich Antelope Valley Courthouses, correcting the amounts and shares of Exclusive-Use Area allocated to the Judicial Council and the County, in conformance with the amended Transfer Agreements.

*"To Enrich Lives Through Effective And Caring Service"*

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Intra-County Correspondence Sent Electronically Only**

4. Approve and instruct the Chairman to sign one Amendment to Joint Occupancy Agreement with the Judicial Council of California for the San Fernando Courthouse, correcting the allocation of parking revenue for the 2008-09 only.
5. Instruct the Auditor-Controller to make a payment adjustment for the County Facilities Payment associated with three of the facilities, to the State Controller in accordance with the Government Code for transferred facilities and the instructions of the State Controller, in the amount of \$-3,559 for the remainder of 2008-09 and \$-2,954 for subsequent years, as the amount may be adjusted by the State Department of Finance to account for changes in the rate of inflation up to the date of transfer.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Trial Court Facilities Act (SB 1732, Chapter 1082 of 2002—the Act), as amended by various subsequent pieces of legislation, established the authority for the transfer of responsibility for court facilities from the counties to the State, with the State's interests represented by the Judicial Council of California.

The Act authorizes the State of California, through the Judicial Council, to assume the financial responsibility for the facilities operations (e.g., payment of utilities, building and grounds maintenance, permitting of equipment, and other building management functions) in the Superior Court share of local trial courts. Transfer of the court facilities has relieved the County of its financial responsibility for operation and management of court facilities, which responsibility has largely been dictated by the non-County tenant, as well as of its obligations for future operational cost increases.

This action represents corrections to the Transfer Agreements and Joint Occupancy Agreements at the four courthouses.

#### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs that we maximize the effectiveness of the County's processes, structure, and operations (Goal 1). The seven Amendments will support the County's efforts to appropriately transfer the responsibility for court facilities to the State.

### **FISCAL IMPACT/FINANCING**

The Act requires that, for each court facility transferred, the County develop and certify a County Facilities Payment (CFP), which is the maintenance-of-effort payment. The CFP is intended to approximate the amount that the County has historically expended for facilities operations costs, excluding upgrades, associated with the Superior Court's share of each court facility, including payment of utilities, building maintenance, permitting of equipment, grounds maintenance, and certain property claims and losses, and other miscellaneous costs. The annual, full-year CFP is reduced by \$2,954.

The CFP for 2008-09 is a reduced amount, providing funding only for that portion of the year that the facilities are transferred. The CFP has been remitted to the State in quarterly payments at the beginning of each quarter, and will be adjusted at the end of the current fiscal year to account for any change in the actual rate of inflation for the month of transfer, once it is known. The CFP adjustment of \$-3,559 in the current year will be accomplished as a reduction in that inflation adjustment.

After transfer of responsibility for the State's share of each facility, the State and the County are each responsible for their respective shares of all facilities operations costs; thus, the State's payments to the County will also need to be adjusted for these Amendments.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Act, as amended by later statutes, authorizes the County to enter into agreements for the transfer of responsibility for and title to court facilities, as well as for the joint occupancy of those court facilities. The County entered into the Transfer Agreements and Joint Occupancy Agreements on July 29, 2008 (San Fernando Courthouse), October 21, 2008 (Antonovich Antelope Valley and Chatsworth Courthouses), and December 16, 2008 (Malibu Courthouse). The seven Amendments have been approved as to form by County Counsel.

For Chatsworth, Malibu, and Antonovich Antelope Valley Courthouses, the Amendments to the Transfer Agreements and the Joint Occupancy Agreements are parallel, and reflect correction of a formula error for calculating the occupancy of each courthouse. Changes to shares of occupancy, as well as responsibility for costs, and CFP amounts as the result of these first six Amendments are as follows:

- Malibu Courthouse (Attachments A and B)

Superior Court share: 45.05 percent of Courthouse/Administrative Center only is corrected to 37.98 percent

County share: 54.95 percent of Courthouse/Administrative Center plus all other buildings on the campus is corrected to 62.02 percent

CFP: \$79,648 in 2008-09 (part-year) is corrected to \$64,053; \$146,552 in future years (full years) is corrected to \$117,858

- Chatsworth Courthouse (Attachments C and D)

Superior Court share: 80.73 percent of is corrected to 83.80 percent

County share: 19.27 percent is corrected to 16.20 percent

CFP: \$136,581 in 2008-09 (part-year) is corrected to \$148,019; \$196,335 in future years (full years) is corrected to \$212,777

- Michael D. Antonovich Antelope Valley Courthouse (Attachments E and F)

Superior Court share: 71.44 percent of is corrected to 73.51 percent

County share: 28.56 percent is corrected to 26.49 percent

CFP: \$257,854 in 2008-09 (part-year) is corrected to \$258,452; \$362,227 in future years (full years) is corrected to \$371,525

The Amendment to the San Fernando Courthouse Joint Occupancy Agreement (Attachment G) provides that the County shall keep all parking revenue in the current fiscal year, which reflects the agreement of the parties, and corrects a drafting error. There are no changes to shares of responsibility or the CFP amount.

## **ENVIRONMENTAL DOCUMENTATION**

The recommended actions are categorically exempt from the provisions of California Environmental Quality Act (CEQA) pursuant to Section 15301 of the State CEQA Guidelines, since the courthouses are existing public facilities, and the recommended actions involve negligible or no expansion of use of those facilities.

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Inasmuch as the State will continue to operate the various Superior Courts and related operations in the transferred facilities, the seven Amendments will result in no impact in the level or quality of services provided to County constituents.

The Honorable Board of Supervisors  
June 9, 2009  
Page 5

**CONCLUSION**

Please return one adopted copy of this letter and two signed originals of each of the Amendments to the Chief Executive Office for further processing.

Respectfully submitted,



WILLIAM T FUJOKA  
Chief Executive Officer

WTF:DL:JSE  
MV:tlh

Attachments

c: County Counsel  
Auditor-Controller  
Alternate Public Defender  
District Attorney  
Department of Health Services  
Internal Services Department  
Probation Department  
Public Defender  
Sheriff  
Los Angeles Superior Court

AOC Facility # 19-AZ-01  
County LACO # X511, L622, L762  
Michael D. Antonovich Antelope Valley Courthouse TA  
42011 4<sup>th</sup> Street West, Lancaster, CA 93534

**AMENDMENT NO. 1 TO THE TRANSFER AGREEMENT FOR THE  
MICHAEL D. ANTONOVICH ANTELOPE VALLEY COURTHOUSE**

THIS AMENDMENT NO. 1 TO THE TRANSFER AGREEMENT FOR THE MICHAEL D. ANTONOVICH ANTELOPE VALLEY COURTHOUSE (this “**Amendment**”) is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2009 by and between the County of Los Angeles (“**County**”), whose present address is 754 Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012, Attention: Manager, Asset Planning and Strategy, Chief Executive Office, and the Judicial Council of California (“**Council**”), by and through the Administrative Office of the Courts, the staff agency to the Council, whose present address is 455 Golden Gate Avenue, San Francisco, CA 94102, Attention: Assistant Director, Office of Court Construction and Management, with respect to the following facts:

**RECITALS**

A. Council and County have entered into that certain Transfer Agreement for the Transfer of Responsibility for and Title to the Michael D. Antonovich Antelope Valley Courthouse, which the County has identified as County Agreement No. 76738, dated as of October 21, 2008 (“**TA**”). Concurrently, Council and County entered into that certain Joint Occupancy Agreement for the Michael D. Antonovich Antelope Valley Courthouse, which the County has identified as County Agreement No. 76739, of even date therewith (“**JOA**”), setting forth the terms governing the Parties’ respective rights and responsibilities regarding their shared possession, occupancy, and use of the Real Property, as described in the JOA;

B. The TA and the JOA both erroneously define “Court Exclusive-Use Area” as 115,311 square feet, and “County Exclusive Use Area” as 46,090 square feet. The JOA erroneously defines “Council Share” as 71.44 percent, and “County Share” as 28.56 percent. Such erroneous square footage amounts and the resulting percentages are due to mathematical errors and are inconsistent with the Exclusive-Use Areas shown on Exhibit “D” (Floor Plans of Building Interior) to the TA;

C. The Council and the County now wish to amend the TA as set forth in this Amendment.

NOW, THEREFORE, the County and the Council do hereby agree as follows:

1. Exclusive-Use Area Definitions. The definitions of "County Exclusive-Use Area" and "Court Exclusive-Use Area" in the TA are hereby deleted in their entirety and replaced with the following:

**"County Exclusive-Use Area"** means the 62,068 square feet of the Building that are exclusively occupied and used by the County, as shown on Exhibit "D" to the Transfer Agreement. As of the Effective Date, the County Exclusive-Use Area constitutes 26.49 percent of the Total Exclusive-Use Area.

**"Court Exclusive-Use Area"** means the 172,231 square feet of the Building that are exclusively occupied and used by the Superior Court, as shown on Exhibit "D" to the Transfer Agreement. As of the Effective Date, the Court Exclusive-Use Area constitutes 73.51 percent of the Total Exclusive-Use Area.

2. No Other Changes. Except as it is expressly amended pursuant to this Amendment, the TA remains in full force and effect as originally signed and approved by the Council and the County.

3. Construction. The capitalized terms used in this Amendment and not otherwise defined herein will have the meanings given to them in the TA.

4. Effective Date. The Parties agree that this Amendment relates back to and is effective as of the Effective Date, as though this Amendment had been signed by both Parties on the Effective Date.

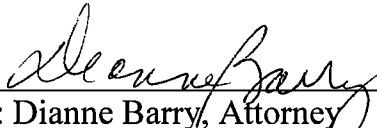
[Signature page follows.]

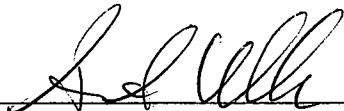
IN WITNESS WHEREOF, this Amendment has been executed as of the day and year first above written.

APPROVED AS TO FORM:

**JUDICIAL COUNCIL OF CALIFORNIA**

Administrative Office of the Courts,  
Office of the General Counsel

By:   
Name: Dianne Barry, Attorney

By:   
Name: Grant Walker  
Title: Senior Manager, Business Services  
Administrative Office of the Courts

ATTEST:  
Sachi A. Hamai, Executive Officer  
Board of Supervisors

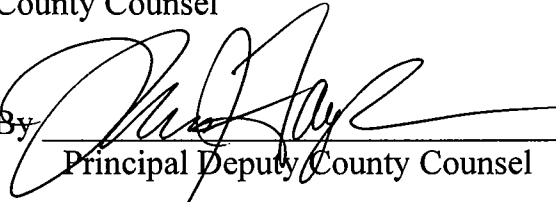
**COUNTY OF LOS ANGELES, a body  
corporate and politic**

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
DON KNABE  
Chairman, Board of Supervisors

APPROVED AS TO FORM:

ROBERT E. KALUNIAN, Acting  
County Counsel

By:   
Principal Deputy County Counsel



AOC Facility # 19-AZ1  
County LACO # X511, L622, L762  
Michael D. Antonovich Antelope Valley Courthouse JOA  
42011 4<sup>th</sup> Street West, Lancaster, California 93534

## **AMENDMENT NO. 1 TO THE JOINT OCCUPANCY AGREEMENT FOR THE MICHAEL D. ANTONOVICH ANTELOPE VALLEY COURTHOUSE**

THIS AMENDMENT NO. 1 TO THE JOINT OCCUPANCY AGREEMENT FOR THE MICHAEL D. ANTONOVICH ANTELOPE VALLEY COURTHOUSE (this "**Amendment**") is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2009 by and between the County of Los Angeles ("**County**"), whose present address is 754 Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012, Attention: Manager, Asset Planning and Strategy, Chief Executive Office, and the Judicial Council of California ("**Council**"), by and through the Administrative Office of the Courts, the staff agency to the Council, whose present address is 455 Golden Gate Avenue, San Francisco, CA 94102, Attention: Assistant Director, Office of Court Construction and Management, with respect to the following facts:

### **RECITALS**

A. Council and County have entered into that certain Transfer Agreement for the Transfer of Responsibility for and Title to the Michael D. Antonovich Antelope Valley Courthouse, which the County has identified as County Agreement No. 76738, dated as of October 21, 2008 ("**TA**"). Concurrently, Council and County entered into that certain Joint Occupancy Agreement for the Michael D. Antonovich Antelope Valley Courthouse, which the County has identified as County Agreement No. 76739, of even date therewith ("**JOA**"), setting forth the terms governing the Parties' respective rights and responsibilities regarding their shared possession, occupancy, and use of the Real Property, as described in the JOA;

B. The TA and the JOA both erroneously define "Court Exclusive-Use Area" as 115,311 square feet, and "County Exclusive Use Area" as 46,090 square feet. The JOA erroneously defines "Council Share" as 71.44 percent, and "County Share" as 28.56 percent. Such erroneous square footage amounts and the resulting percentages are due to mathematical errors and are inconsistent with the Exclusive-Use Areas shown on Exhibit "D" (Floor Plan of Building Interior) to the TA;

C. The Council and the County now wish to amend the JOA as set forth in this Amendment.

NOW, THEREFORE, the County and the Council do hereby agree as follows:

1. Exclusive-Use Area Definitions. The definitions of “County Exclusive-Use Area” and “Court Exclusive-Use Area” in the JOA are hereby deleted in their entirety and replaced with the following:

“**County Exclusive-Use Area**” means the 62,068 square feet of the Building that are exclusively occupied and used by the County, as shown on Exhibit “D” to the Transfer Agreement. As of the Effective Date, the County Exclusive-Use Area constitutes 26.49 percent of the Total Exclusive-Use Area.

“**Court Exclusive-Use Area**” means the 172,231 square feet of the Building that are exclusively occupied and used by the Superior Court, as shown on Exhibit “D” to the Transfer Agreement. As of the Effective Date, the Court Exclusive-Use Area constitutes 73.51 percent of the Total Exclusive-Use Area.

2. Council and County Shares Definitions. The definition of “Council Share” and “County Share” in the JOA are hereby deleted in their entirety and replaced with the following:

“**Council Share**” means 73.51 percent, which is the percentage of the Total Exclusive-Use Area that is exclusively occupied and used by the Superior Court.

“**County Share**” means 26.49 percent, which is the percentage of the Total Exclusive-Use Area that is exclusively occupied and used by the County.

3. No Other Changes. Except as it is expressly amended pursuant to this Amendment, the JOA remains in full force and effect as originally signed and approved by the Council and the County.

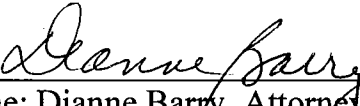
4. Construction. The capitalized terms used in this Amendment and not otherwise defined herein will have the meanings given to them in the JOA;

5. Effective Date. The Parties agree that this Amendment relates back to and is effective as of the Effective Date, as though this Amendment had been signed by both Parties on the Effective Date.

IN WITNESS WHEREOF, this Amendment has been executed as of the day and year first above written.

APPROVED AS TO FORM:

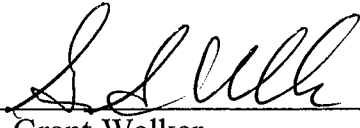
Administrative Office of the Courts,  
Office of the General Counsel

By:   
Name: Dianne Barry, Attorney

ATTEST:  
Sachi A. Hamai, Executive Officer  
Board of Supervisors

By: \_\_\_\_\_  
Deputy

**JUDICIAL COUNCIL OF CALIFORNIA**

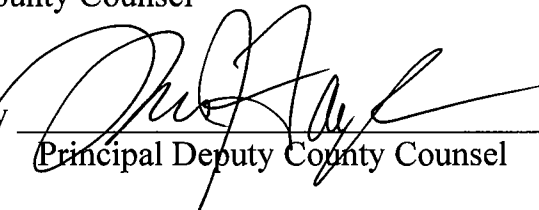
By:   
Name: Grant Walker  
Title: Senior Manager, Business Services  
Administrative Office of the Courts

**COUNTY OF LOS ANGELES, a body  
corporate and politic**

By: \_\_\_\_\_  
DON KNABE  
Chairman, Board of Supervisors

APPROVED AS TO FORM:

ROBERT E. KALUNIAN, Acting  
County Counsel

By:   
Principal Deputy County Counsel

AOC Facility # 19-AY-01  
County LACO # X165, L619  
Chatsworth Courthouse TA  
9425 Penfield Avenue, Chatsworth, CA 91311

## **AMENDMENT NO. 1 TO THE TRANSFER AGREEMENT FOR THE CHATSWORTH COURTHOUSE**

THIS AMENDMENT NO. 1 TO THE TRANSFER AGREEMENT FOR THE CHATSWORTH COURTHOUSE (this "**Amendment**") is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2009 by and between the County of Los Angeles ("**County**"), whose present address is 754 Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012, Attention: Manager, Asset Planning and Strategy, Chief Executive Office, and the Judicial Council of California ("**Council**"), by and through the Administrative Office of the Courts, the staff agency to the Council, whose present address is 455 Golden Gate Avenue, San Francisco, CA 94102, Attention: Assistant Director, Office of Court Construction and Management, with respect to the following facts:

### **RECITALS**

A. Council and County have entered into that certain Transfer Agreement for the Transfer of Responsibility for and Title to the Chatsworth Courthouse, which the County has identified as County Agreement No. 76730, dated as of October 21, 2008 ("**TA**"). Concurrently, Council and County entered into that certain Joint Occupancy Agreement for the Chatsworth Courthouse, which the County has identified as County Agreement No. 76731, of even date therewith ("**JOA**"), setting forth the terms governing the Parties' respective rights and responsibilities regarding their shared possession, occupancy, and use of the Real Property, as described in the JOA;

B. The TA and the JOA both erroneously define "Court Exclusive-Use Area" as 104,175 square feet, and "County Exclusive Use Area" as 24,870 square feet. The JOA erroneously defines "Council Share" as 80.73 percent, and "County Share" as 19.27 percent. Such erroneous square footage amounts and the resulting percentages are due to mathematical errors and are inconsistent with the Exclusive-Use Areas shown on Exhibit "D" (Floor Plans of Building Interior) to the TA;

C. The Council and the County now wish to amend the TA as set forth in this Amendment.

NOW, THEREFORE, the County and the Council do hereby agree as follows:

Chatsworth TA  
AOC Court Facility #19-AY1  
County LACO # X165, L619  
April 13, 2009  
LEGAL02/31265883v1

1. Exclusive-Use Area Definitions. The definitions of “County Exclusive-Use Area” and “Court Exclusive-Use Area” in the TA are hereby deleted in their entirety and replaced with the following:

“**County Exclusive-Use Area**” means the 29,580 square feet of the Building that are exclusively occupied and used by the County, as shown on Exhibit “D” to the Transfer Agreement. As of the Effective Date, the County Exclusive-Use Area constitutes 16.20 percent of the Total Exclusive-Use Area.

“**Court Exclusive-Use Area**” means the 153,009 square feet of the Building that are exclusively occupied and used by the Superior Court, as shown on Exhibit “D” to the Transfer Agreement. As of the Effective Date, the Court Exclusive-Use Area constitutes 83.80 percent of the Total Exclusive-Use Area.

2. No Other Changes. Except as it is expressly amended pursuant to this Amendment, the TA remains in full force and effect as originally signed and approved by the Council and the County.

3. Construction. The capitalized terms used in this Amendment and not otherwise defined herein will have the meanings given to them in the TA.

4. Effective Date. The Parties agree that this Amendment relates back to and is effective as of the Effective Date, as though this Amendment had been signed by both Parties on the Effective Date.

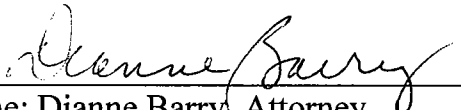
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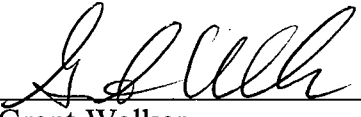
IN WITNESS WHEREOF, this Amendment has been executed as of the day and year first above written.

APPROVED AS TO FORM:

**JUDICIAL COUNCIL OF CALIFORNIA**

Administrative Office of the Courts,  
Office of the General Counsel

By:   
Name: Dianne Barry, Attorney

By:   
Name: Grant Walker  
Title: Senior Manager, Business Services  
Administrative Office of the Courts

ATTEST:  
Sachi A. Hamai, Executive Officer  
Board of Supervisors

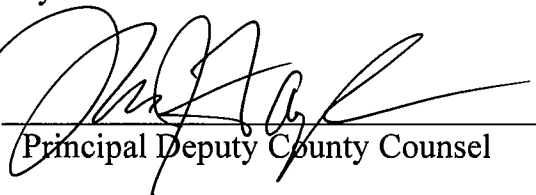
**COUNTY OF LOS ANGELES, a body  
corporate and politic**

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
DON KNABE  
Chairman, Board of Supervisors

APPROVED AS TO FORM:

ROBERT E. KALUNIAN, Acting  
County Counsel

By   
Principal Deputy County Counsel

AOC Facility # 19-AY-01  
County LACO # X165, L619  
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9425 Penfield Avenue, Chatsworth, CA 91311

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B. The TA and the JOA both erroneously define "Court Exclusive-Use Area" as 104,175 square feet, and "County Exclusive Use Area" as 24,870 square feet. The JOA erroneously defines "Council Share" as 80.73 percent, and "County Share" as 19.27 percent. Such erroneous square footages amounts and the resulting percentages are due to mathematical errors and are inconsistent with the Exclusive-Use Areas shown on Exhibit "D" (Floor Plan of Building Interior) to the TA;

C. The Council and the County now wish to amend the JOA as set forth in this Amendment.

NOW, THEREFORE, the County and the Council do hereby agree as follows:

Chatsworth JOA  
AOC Court Facility #19-AY1  
County LACO # 165, L619  
April 27, 2009  
LEGAL02/31236014v3

1. Exclusive-Use Area Definitions. The definitions of “County Exclusive-Use Area” and “Court Exclusive-Use Area” in the JOA are hereby deleted in their entirety and replaced with the following:

“**County Exclusive-Use Area**” means the 29,580 square feet of the Building that are exclusively occupied and used by the County, as shown on Exhibit “D” to the Transfer Agreement. As of the Effective Date, the County Exclusive-Use Area constitutes 16.20 percent of the Total Exclusive-Use Area.

“**Court Exclusive-Use Area**” means the 153,009 square feet of the Building that are exclusively occupied and used by the Superior Court, as shown on Exhibit “D” to the Transfer Agreement. As of the Effective Date, the Court Exclusive-Use Area constitutes 83.80 percent of the Total Exclusive-Use Area.

2. Council and County Shares Definitions. The definitions of “Council Share” and “County Share” in the JOA are hereby deleted in their entirety and replaced with the following:

“**Council Share**” means 83.80 percent, which is the percentage of the Total Exclusive-Use Area that is exclusively occupied and used by the Superior Court.

“**County Share**” means 16.20 percent, which is the percentage of the Total Exclusive-Use Area that is exclusively occupied and used by the County.

3. No Other Changes. Except as it is expressly amended pursuant to this Amendment, the JOA remains in full force and effect as originally signed and approved by the Council and the County.

4. Construction. The capitalized terms used in this Amendment and not otherwise defined herein will have the meanings given to them in the JOA.

5. Effective Date. The Parties agree that this Amendment relates back to and is effective as of the Effective Date, as though this Amendment had been signed by both Parties on the Effective Date.

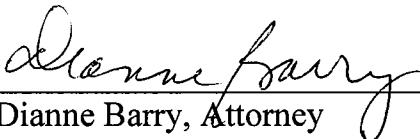
[Signature page follows.]



IN WITNESS WHEREOF, this Amendment has been executed as of the day and year first above written.

APPROVED AS TO FORM:

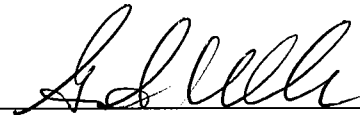
Administrative Office of the Courts,  
Office of the General Counsel

By:   
Name: Dianne Barry, Attorney

ATTEST:  
Sachi A. Hamai, Executive Officer  
Board of Supervisors

By: \_\_\_\_\_  
Deputy

**JUDICIAL COUNCIL OF CALIFORNIA**

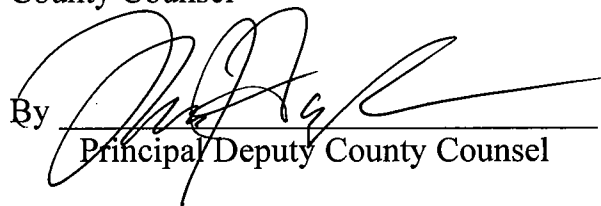
By:   
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**COUNTY OF LOS ANGELES, a body  
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By: \_\_\_\_\_  
DON KNABE  
Chairman, Board of Supervisors

APPROVED AS TO FORM:

ROBERT E. KALUNIAN, Acting  
County Counsel

By:   
Principal Deputy County Counsel

AOC Facility # 19-AS1  
County LACO # 5681, L817  
Malibu Courthouse TA  
23525 Civic Center Way, Malibu CA 90265

## **AMENDMENT NO. 1 TO THE TRANSFER AGREEMENT FOR THE MALIBU COURTHOUSE**

THIS AMENDMENT NO. 1 TO THE TRANSFER AGREEMENT FOR THE MALIBU COURTHOUSE (this "**Amendment**") is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2009 by and between the County of Los Angeles ("**County**"), whose present address is 754 Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012, Attention: Manager, Asset Planning and Strategy, Chief Executive Office, and the Judicial Council of California ("**Council**"), by and through the Administrative Office of the Courts, the staff agency to the Council, whose present address is 455 Golden Gate Avenue, San Francisco, CA 94102, Attention: Assistant Director, Office of Court Construction and Management, with respect to the following facts:

### **RECITALS**

A. Council and County have entered into that certain Transfer Agreement for the Transfer of Responsibility for the Malibu Courthouse, which the County has identified as County Agreement No. 76892, dated as of December 16, 2008 ("**TA**"). Concurrently, Council and County entered into that certain Joint Occupancy Agreement for the Malibu Courthouse, which the County has identified as County Agreement No. 76893, of even date therewith ("**JOA**"), setting forth the terms governing the Parties' respective rights and responsibilities regarding their shared possession, occupancy, and use of the Real Property, as described in the JOA;

B. The TA and the JOA both erroneously define "Court Exclusive-Use Area" as 22,841 square feet, and "County Exclusive Use Area" as 27,855 square feet. The JOA erroneously defines "Council Share" as 45.05 percent, and "County Share" as 54.95 percent. Such erroneous square footage amounts and the resulting percentages are due to mathematical errors and are inconsistent with the Exclusive-Use Areas shown on Exhibit "C" (Floor Plans of Building Interior) to the TA;

C. The Council and the County now wish to amend the TA as set forth in this Amendment.

NOW, THEREFORE, the County and the Council do hereby agree as follows:

Malibu TA  
AOC Court Facility #19-AS-1  
County LACO # 5681, L817  
April 13, 2009  
LEGAL02/31265037v2

1. Exclusive-Use Area Definitions. The definitions of “County Exclusive-Use Area” and “Court Exclusive-Use Area” in the TA are hereby deleted in their entirety and replaced with the following:

“**County Exclusive-Use Area**” means the 28,025 square feet of the Building that are exclusively occupied and used by the County, as shown on Exhibit “C” to the Transfer Agreement. As of the Effective Date, the County Exclusive-Use Area constitutes 62.02 percent of the Total Exclusive-Use Area.

“**Court Exclusive-Use Area**” means the 17,161 square feet of the Building that are exclusively occupied and used by the Superior Court, as shown on Exhibit “C” to the Transfer Agreement. As of the Effective Date, the Court Exclusive-Use Area constitutes 37.98 percent of the Total Exclusive-Use Area.

2. No Other Changes. Except as it is expressly amended pursuant to this Amendment, the TA remains in full force and effect as originally signed and approved by the Council and the County.

3. Construction. The capitalized terms used in this Amendment and not otherwise defined herein will have the meanings given to them in the TA.

4. Effective Date. The Parties agree that this Amendment relates back to and is effective as of the Effective Date, as though this Amendment had been signed by both Parties on the Effective Date.

[Signature page follows.]

IN WITNESS WHEREOF, this Amendment has been executed as of the day and year first above written.

APPROVED AS TO FORM:

**JUDICIAL COUNCIL OF CALIFORNIA**

Administrative Office of the Courts,  
Office of the General Counsel

By: 

Name: Grant Walker

Title: Senior Manager, Business Services  
Administrative Office of the Courts

By:   
Name: Rachel Dragolovich, Attorney

ATTEST:  
Sachi A. Hamai, Executive Officer  
Board of Supervisors

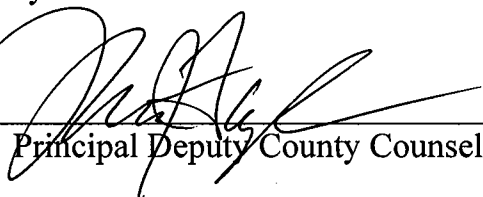
**COUNTY OF LOS ANGELES, a body  
corporate and politic**

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
DON KNABE  
Chairman, Board of Supervisors

APPROVED AS TO FORM:

ROBERT E. KALUNIAN, Acting  
County Counsel

By:   
Principal Deputy County Counsel

AOC Facility # 19-AS1  
County LACO # 5681, L817  
Malibu Courthouse JOA  
23525 Civic Center Way, Malibu CA 90265

## **AMENDMENT NO. 1 TO THE JOINT OCCUPANCY AGREEMENT FOR THE MALIBU COURTHOUSE**

THIS AMENDMENT NO. 1 TO THE JOINT OCCUPANCY AGREEMENT FOR THE MALIBU COURTHOUSE (this "**Amendment**") is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2009 by and between the County of Los Angeles ("**County**"), whose present address is 754 Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012, Attention: Manager, Asset Planning and Strategy, Chief Executive Office, and the Judicial Council of California ("**Council**"), by and through the Administrative Office of the Courts, the staff agency to the Council, whose present address is 455 Golden Gate Avenue, San Francisco, CA 94102, Attention: Assistant Director, Office of Court Construction and Management, with respect to the following facts:

### **RECITALS**

A. Council and County have entered into that certain Transfer Agreement for the Transfer of Responsibility for the Malibu Courthouse, which the County has identified as County Agreement No. 76892, dated as of December 16, 2008 ("**TA**"). Concurrently, Council and County entered into that certain Joint Occupancy Agreement for the Malibu Courthouse, which the County has identified as County Agreement No. 76893, of even date therewith ("**JOA**"), setting forth the terms governing the Parties' respective rights and responsibilities regarding their shared possession, occupancy, and use of the Real Property, as described in the JOA;

B. The TA and the JOA both erroneously define "Court Exclusive-Use Area" as 22,841 square feet, and "County Exclusive Use Area" as 27,855 square feet. The JOA erroneously defines "Council Share" as 45.05 percent, and "County Share" as 54.95 percent. Such erroneous square footage amounts and the resulting percentages are due to mathematical errors and are inconsistent with the Exclusive-Use Areas shown on Exhibit "C" (Floor Plans of Building Interior) to the TA;

C. The Council and the County now wish to amend the JOA as set forth in this Amendment.

NOW, THEREFORE, the County and the Council do hereby agree as follows:

Malibu JOA  
AOC Court Facility #19-AS-1  
County LACO # 5681, L817  
April 13, 2009  
LEGAL02/31236007v4

1. Exclusive-Use Area Definitions. The definitions of “County Exclusive-Use Area” and “Court Exclusive-Use Area” in the JOA are hereby deleted in their entireties and replaced with the following:

“**County Exclusive-Use Area**” means the 28,025 square feet of the Building that are exclusively occupied and used by the County, as shown on Exhibit “C” to the Transfer Agreement. As of the Effective Date, the County Exclusive-Use Area constitutes 62.02 percent of the Total Exclusive-Use Area.

“**Court Exclusive-Use Area**” means the 17,161 square feet of the Building that are exclusively occupied and used by the Superior Court, as shown on Exhibit “C” to the Transfer Agreement. As of the Effective Date, the Court Exclusive-Use Area constitutes 37.98 percent of the Total Exclusive-Use Area.

2. Council and County Shares Definitions. The definitions of “Council Share” and “County Share” in the JOA are hereby deleted in their entireties and replaced with the following:

“**Council Share**” means 37.98 percent, which is the percentage of the Total Exclusive-Use Area that is exclusively occupied and used by the Superior Court.

“**County Share**” means 62.02 percent, which is the percentage of the Total Exclusive-Use Area that is exclusively occupied and used by the County.

3. No Other Changes. Except as it is expressly amended pursuant to this Amendment, the JOA remains in full force and effect as originally signed and approved by the Council and the County.

4. Construction. The capitalized terms used in this Amendment and not otherwise defined herein will have the meanings given to them in the JOA.

5. Effective Date. The Parties agree that this Amendment relates back to and is effective as of the Effective Date, as though this Amendment had been signed by both Parties on the Effective Date.

[Signature page follows.]

IN WITNESS WHEREOF, this Amendment has been executed as of the day and year first above written.

APPROVED AS TO FORM:


Administrative Office of the Courts,  
Office of the General Counsel

By:   
Name: Rachel Dragolovich, Attorney

ATTEST:  
Sachi A. Hamai, Executive Officer  
Board of Supervisors

By: \_\_\_\_\_  
Deputy

**JUDICIAL COUNCIL OF CALIFORNIA**

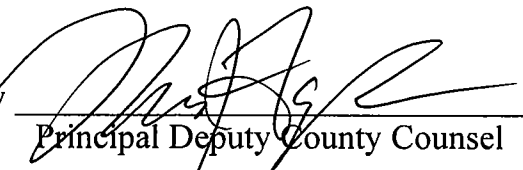
By:   
Name: Grant Walker  
Title: Senior Manager, Business Services  
Administrative Office of the Courts

**COUNTY OF LOS ANGELES, a body  
corporate and politic**

By: \_\_\_\_\_  
DON KNABE  
Chairman, Board of Supervisors

APPROVED AS TO FORM:

ROBERT E. KALUNIAN, Acting  
County Counsel

By:   
Principal Deputy County Counsel

AOC Facility # 19-AC1  
County LACO # Y481, L791, L792, L793, L794  
San Fernando Courthouse JOA  
900 Third Street, San Fernando, California 91340

**AMENDMENT NO. 1 TO THE JOINT OCCUPANCY AGREEMENT  
FOR THE SAN FERNANDO COURTHOUSE**

THIS AMENDMENT NO. 1 TO THE JOINT OCCUPANCY AGREEMENT FOR THE SAN FERNANDO COURTHOUSE (this "**Amendment**") is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2009 by and between the County of Los Angeles ("**County**"), whose present address is 754 Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012, Attention: Manager, Asset Planning and Strategy, Chief Executive Office, and the Judicial Council of California ("**Council**"), by and through the Administrative Office of the Courts, the staff agency to the Council, whose present address is 455 Golden Gate Avenue, San Francisco, CA 94102, Attention: Assistant Director, Office of Court Construction and Management, with respect to the following facts:

**RECITALS**

A. Council and County have entered into that certain Transfer Agreement for the Transfer of Responsibility for and Title to the San Fernando Courthouse, which the County has identified as County Agreement No. 76642, dated as of July 29, 2008 ("**TA**"). Concurrently, Council and County entered into that certain Joint Occupancy Agreement for the San Fernando Courthouse, which the County has identified as County Agreement No. 76643, of even date therewith ("**JOA**"), setting forth the terms governing the Parties' respective rights and responsibilities regarding their shared possession, occupancy, and use of the Real Property, as described in the JOA;

B. The JOA erroneously provides, in sections 3.4 and 3.7, that revenues from Operation of the Parking Area will be allocated to the Council, which allocation of revenues, with regard to the Second Year, would be inconsistent with the amounts to be paid by the Council, in its delegated role as the Contributing Party, to the County, in its delegated role as the Managing Party;

C. The Council and the County now wish to amend the JOA as set forth in this Amendment.

NOW, THEREFORE, the County and the Council do hereby agree as follows:



1. Section 3.4. Section 3.4 of the JOA is hereby deleted and replaced with the following. For clarification, the terms of sections 3.4.1 and 3.4.2 of the JOA are not deleted or otherwise modified by this Amendment.

3.4 Parking. The Managing Party is responsible for the Operation of the Parking Area, which is included in Common Area. During the Second Year, the County shall be solely entitled to all revenues arising from the Operation of the Parking Area, and the Council shall be solely entitled to all revenues arising from leasing or licensing of the Parking Area. Upon the earlier of (i) the end of the Second Year, or (ii) the termination of the Common Area Delegation Period, the Council shall be solely entitled to all revenues arising from the Operation, leasing, or licensing of the Parking Area. The County Parking may be used by the County Parties, and their Contractors, invitees, licensees, and patrons, and the Superior Court Parking may be used by the State Parties, and their judges, jurors, Contractors, invitees, licensees, and patrons, on a first-come, first-served basis. Up to three of the parking spaces allocated to the County Parking in the Secured Courthouse Parking Lot, and up to 19 of the parking spaces allocated to the Superior Court Parking in the Secured Courthouse Parking Lot, may be designated or reserved. Otherwise, all of the County Parking and the Superior Court Parking will be undesignated parking spaces. Except for any parking spaces that may be reserved or designated under this JOA, the County Parking and the Superior Court Parking may be used by the staff or Contractors of the Managing Party, as needed, for the purpose of carrying out the duties of the Managing Party under this JOA. Commencing on the Effective Date, the Council is responsible for the Council Share of the Shared Costs of Operation of the Parking Area, as provided in the Transfer Agreement and this JOA. The County and the Superior Court have agreed that the Superior Court Parking is parking of the same number, type, and convenience as the parking made available for Superior Court use on October 1, 2001. For clarification, the Superior Court Parking includes all parking spaces required by the County Sheriff for all activities under the Security Services MOU.

2. Section 3.7. Section 3.7 of the JOA is hereby deleted in its entirety and replaced with the following.

3.7 Occupancy Agreements. Each Party is responsible for all Occupancy Agreements affecting its Exclusive-Use Area, in each case without contribution from the other Party, and the Managing Party is responsible for all

Occupancy Agreements affecting the Common Area. The Party that is responsible for each Occupancy Agreement is entitled to all revenues arising from it; provided, however, that except as otherwise expressly provided in section 3.4 of this JOA, the Council is solely entitled to all revenues arising from the Parking Area and the Parties shall share in any revenues received by the Managing Party arising from Occupancy Agreements affecting any other parts of the Common Area in accordance with their respective Shares.

3. No Other Changes. Except as expressly amended pursuant to this Amendment, the JOA remains in full force and effect as originally signed and approved by the Council and the County.

4. Construction. The capitalized terms used in this Amendment and not otherwise defined herein will have the meanings given to them in the JOA;

5. Effective Date. The Parties agree that this Amendment relates back to and is effective as of the Effective Date, as though this Amendment had been signed by both Parties on the Effective Date.

[Signature page follows.]


IN WITNESS WHEREOF, this Amendment has been executed as of the day and year first above written.

APPROVED AS TO FORM:

**JUDICIAL COUNCIL OF CALIFORNIA**

Administrative Office of the Courts,  
Office of the General Counsel

By:   
Name: Rachel Dragolovich, Attorney

By:   
Name: Grant Walker  
Title: Senior Manager, Business Services  
Administrative Office of the Courts

ATTEST:  
Sachi A. Hamai, Executive Officer  
Board of Supervisors

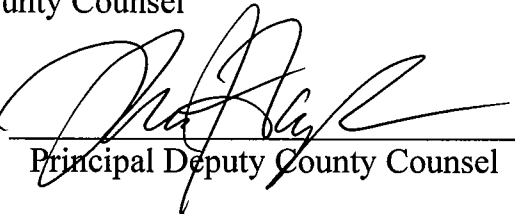
**COUNTY OF LOS ANGELES, a body  
corporate and politic**

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
DON KNABE  
Chairman, Board of Supervisors

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By:   
Principal Deputy County Counsel